

## INTERGOVERNMENTAL AGREEMENT

This agreement entered into this 29th day of March, 1989, pursuant to A.R.S. 11-951 et seq. by and between agencies of the State of Arizona specifically the Arizona Department of Transportation herein referred to as "ADOT" and the Arizona Health Care Cost Containment System herein referred to as "AHCCCS."

WITNESSETH

### I. AUTHORITY:

The AHCCCS in accordance with the A.R.S. 36-2903, 36-2932 and 41-2632 is authorized to enter into this Agreement and wishes to purchase motor vehicle fuel and lubricants from ADOT; and ADOT in accordance with A.R.S. 28-114 and 41-2632, is authorized to enter into this Agreement and agrees to sell the Department motor vehicle fuel and lubricants upon the terms set forth herein.

Now, therefore, in consideration of the foregoing and the covenants and Agreements by the parties herein made to be kept and performed, the parties agree as follows:

### II. PURPOSE:

ADOT shall allow AHCCCS vehicles, which have State Government Agency license plates and/or are marked with the State or Agency Seal, to obtain fuel at selected station locations during certain specified times.

### III. MANNER OF PERFORMANCE:

A. ADOT shall prepare and deliver to the AHCCCS a package that shall contain a list of the locations of the ADOT stations and the type of fuel available at each station together with instructions for the proper use of the required "Fuel Withdrawal Control Card" which shall be available at each station. The AHCCCS shall be responsible for distributing this information to all AHCCCS vehicle operators.

B. Drivers of AHCCCS vehicles may obtain fuel on a "self-service" basis at said locations by completing the "Fuel Withdrawal ~~Control~~ Card" (Form #23-9315) each time fuel is obtained. Instructions for the use of this card will be a part of the package specified in paragraph III-A above.

C. The AHCCCS shall provide ADOT with a list of all AHCCCS vehicle numbers and license plate numbers prior to implementation of this Agreement.

IV. FINANCING AND PAYMENT:

A. ADOT will supply fuel in accordance with the Agreement from existing allocations.

B. The AHCCCS will pay for the fuel supplied by ADOT from monies in their general fund.

C. ADOT shall tabulate the total gallons used by AHCCCS vehicles each month and prepare an itemized billing statement based on the "Fuel Withdrawal Control Cards" and the prevailing ADOT cost rate applicable to each dispensing station. The monthly statement shall be forwarded to the designated AHCCCS representative for reconciliation and payment. Payment shall be made and received within thirty (30) days of receipt and shall be credited to the Arizona Department of Transportation Equipment Revolving Fund, pursuant to A.R.S. 35-148 (A) and/or 28-1831 (B).

D. The prevailing ADOT cost rate to be charged shall include a reasonable additive of five cents (\$.05) per gallon to cover any administrative and supply costs attributable to the performance of this Agreement.

E. The books, papers, records and accounts of the parties hereto, insofar as they relate to the items of expense, labor, materials, or are in any way connected with the service herein contemplated, shall at all reasonable times, be open to inspection and audit by agents and the authorized representative of the parties hereto.

V. TERMINATION AND DURATION:

A. This Agreement may be terminated at the sole discretion of either party hereto upon thirty (30) days written notice. Until such notice is given, the Agreement shall remain in full force and effect without expiration unless the Agreement violates any Arizona law, rule or regulation either now enacted or which may be enacted in the future. In case of violation of Arizona law, this Agreement shall immediately terminate.

B. This Agreement is subject to cancellation pursuant to A.R.S. 38-511, the provisions of which are incorporated herein by reference.

VI. GENERAL:

A. Attachments A and B are resolutions authorizing said parties to enter into this Agreement.

B. Attachment C is the written determination of the attorney for said parties that this Intergovernmental Agreement is in proper form and within the powers and authority granted to said parties under the laws of the State of Arizona.

C. This agreement shall be filed with the Arizona Secretary of State and shall become effective upon such filing.

IN WITNESS WHEREOF, the parties hereby agree to carry out the terms of this Agreement.

STATE OF ARIZONA  
DEPARTMENT OF TRANSPORTATION

STATE OF ARIZONA HEALTH  
CARE COST CONTAINMENT SYSTEM

Signature: James S. Creedon

Name Printed: James S. Creedon

Title: Deputy Director

Date: Mar 27, 1989

Signature: Leonard Kirschner

Name Printed: LEONARD J. KIRSCHNER, M.D.

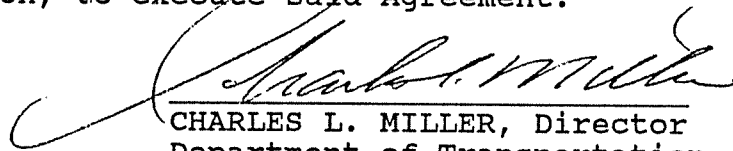
Title: DIRECTOR

Date: March 21, 1989

ATTACHMENT A

Resolution

BE IT RESOLVED on this date, March 24, 1989, I, CHARLES L. MILLER, the below undersigned Director, Department of Transportation, have determined that it is to be to the advantage of the State of Arizona that the Department of Transportation, acting by and through Equipment Services, and the Arizona Health Care Cost Containment System, enter into the Intergovernmental Agreement for the purpose of providing motor vehicle fuel for sale and use by authorized AHCCCS vehicle operators and I hereby authorized the Deputy Director, Arizona Department of Transportation, to execute said Agreement.

  
CHARLES L. MILLER, Director  
Department of Transportation



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

ATTACHMENT B

INTERGOVERNMENTAL AGREEMENT

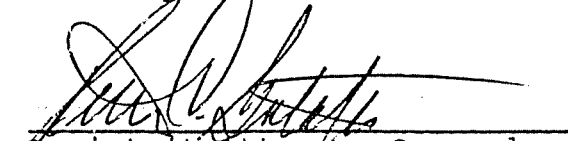
DETERMINATION

A. G. Contract No. KR89-0372-TAD, is an agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 2<sup>nd</sup> day of March, 1989.

ROBERT K. CORBIN  
Attorney General

  
Assistant Attorney General  
Transportation Division